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## STATE OF ARIZONA

#### **DEPARTMENT OF TRANSPORTATION** PROCUREMENT



#### AZFACTS FAX-ON-DEMAND

ADOT SOLICITATION REFERENCE NUMBER:

T05-43-00037

Commodity Code:

0700-0032

Description:

Single Purchase of a Bar Screen Stretcher

DUE DATE: May 3, 2005 \

DATE POSTED: April 19, 2005;

Opening and Submittal Location:

Arizona Department of Transportation

Procurement Group

1739 West Jackson Street Suite A, Mail Drop 100P

Phoenix, Arizona 85007

REPLY TO: FAX: (602) 712-8647

Responsible Contract Officer:

David J. Minton

Phone:

(602) 712-6455

At 5:00 P.M. MST

THIS PROCUREMENT IS RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

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## "An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination and of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

#### **SPECIFICATIONS** 1.0

The Arizona Department of Transportation (or Department) has a requirement for a contract to purchase a bar screen stretcher. Equipment referenced is a RhinoStretch bar screen stretcher. model 500. The Traffic Engineering Group (TEG), Sign Shop is responsible for the sign fabrication process. This is accomplished by using a screen stretcher to hold the aluminum screen frame and fabric in place for gluing. This is done to achieve a minimum surface tension of sixteen to twenty-one newtons.

#### 1.1 MINIMUM EQUIPMENT REQUIREMENTS

- a. Must operate on compressed air.
- b. Capable of accommodating screen sizes up to 132" X 60"

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- c. 2.5" Cylinder bore, stainless steels shafts, dual action cylinder
- d. Four sets of 9" stroke cylinders, six sets of 6" stroke cylinders, low air system
- e. Adjustable cross base assembly, X / Y frame size adjustment
- f. Pre-bows the frame
- g. Fabric anti-slip flexible locking bar, locking bars and inserts
- h. Adjustable frame height
- i. Four way control box
- i. Floor stand included

### 1.2 INSTALLATION

Installation pricing shall be inclusive of all labor, tools and travel expenses and shall comply with existing industry safety standards. The Offeror shall bear all responsibility for the successful offloading, installation, set-up and test runs of the specified equipment. Due to the physical size and characteristics of the equipment, the contractor shall ensure that all personnel assigned shall be qualified and technically familiar with the equipment. Any damage that occurs to the facility during the installation process shall be the responsibility of the contractor. Upon successful completion of the install and set-up, the Contractor shall also ensure that the ADOT facility is free from any packing materials, boxes, crates, or other shipping materials used for the transportation of the equipment. The successful offeror shall fabricate, deliver and install the proposed equipment no later than June 30, 2005.

#### 1.3 TRAINING

The Contractor shall provide on-site training for Sign Shop personnel to ensure proper operation and utilization of the equipment supplied. Each equipment order shall include at least two copies of all manuals necessary for normal operation. Equipment training and manuals shall be supplied at no additional cost to ADOT. The successful offeror shall provide on-site training conducted by qualified trainers. The training shall be conducted following the installation and set up of the bar screen stretcher. ADOT will provide the screen material as needed. Upon completion of the training, each operator must have independently demonstrated operating the stretcher in accordance with OEM specifications and industry safety standards.

#### 2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <a href="http://www.azspo.az.gov/">http://www.azspo.az.gov/</a> or contact David Minton at (602) 712-6455.

#### 3.0 SPECIAL TERMS AND CONDITIONS

### 3.1 <u>TERM OF CONTRACT</u>

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter unless terminated, cancelled or extended as otherwise provided herein. Aggregate amount of contract shall not exceed \$50,000.00.

#### 3.2 <u>BID EVALUATION</u>

In accordance with the Arizona Procurement Code §41-2535, Fax On Demand (FOD), awards shall be made to the lowest responsible and responsive offeror whose offer conforms in all material respects to the requirements and criteria set forth in this FAX ON DEMAND.

### 3.2 SHIPPING TERMS

Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The Department will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

All shipments shall be made to: Traffic Supply Center MD 013R 2104 S. 22<sup>nd</sup> Avenue Phoenix, AZ 85009 Attn: Tom Huey

#### 3.3 INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee. be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

#### 3.4 <u>INVOICING</u>

Separate invoices are required for each shipment of product.

- Each separate invoice shall include at a minimum:
- Description and listing of quantities provided
- Date the items were shipped to the Department
- Department contract number/purchase order number
- o Price per unit and total per unit
- o Applicable taxes
- o Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE PRODUCT TO THE DEPARTMENT DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE DEPARTMENT ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

## 3.5 WARRANTY

The offeror warrants:

- 1. The Contractor warrants that the applicator and accessories furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship for a minimum of one year from the date of delivery to the Department.
- 2. The supplier agrees that they shall, at their own expense, provide all services required to repair or replace the applicator, accessory or separate option that is found to be defective during the time period and terms defined herein.
- 3. The supplier also warranties that the user manuals, training and technical services described herein shall provide the Department with the necessary information, instruction and input that helps the Department fully utilize the applicator supplied.

All offerors shall indicate on a separate written sheet that is submitted with their offer the exact conditions, limitations and duration of their warranty. As a minimum the warranty provided shall conform to the requirements stated herein.

#### 3.6 INSURANCE REQUIREMENTS

Within five (5) days of notification, the Contractor shall furnish certificates similar to Exhibit 1, to the Department showing insurance in the following amounts to:

Arizona Dept of Transportation, Procurement Group Attention: David Minton 1739 West Jackson Street Suite A, Mail Drop 100P Phoenix, Arizona 85007

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. <u>MINIMUM SCOPE AND LIMITS OF INSURANCE:</u> Contractor shall provide coverage with limits of liability not less than those stated below.

## Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

•	General Aggregate	\$2,000,000
•	Products – Completed Operations Aggregate	\$1,000,000
•	Personal and Advertising Injury	\$1,000,000
•	Blanket Contractual Liability - Written and Oral	\$1,000,000

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Fire Legal Liability \$ 50,000
Each Occurrence \$1,000,000

#### 2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)

\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
"The State of Arizona, its departments, agencies, boards, commissions,
universities and its officers, officials, agents, and employees shall be named as
additional insureds with respect to liability arising out of the activities
performed by or on behalf of the Contractor, involving automobiles owned,
leased, hired or borrowed by the Contractor."

## 3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

**Employers' Liability** 

 Each Accident
 \$ 500,000

 Disease - Each Employee
 \$ 500,000

 Disease - Policy Limit
 \$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

## B. <u>ADDITIONAL INSURANCE REQUIREMENTS:</u>

The policies shall include, or be endorsed to include, the following provisions:

- 1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

## C. <u>NOTICE OF CANCELLATION:</u>

Each insurance policy required by the insurance provisions after thirty (30) days of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail, return receipt requested directly to:

Arizona Department of Transportation, Procurement Group 1739 West Jackson Street Suite A, Mail Drop 100P Phoenix, AZ 85007

#### ATTN: David Minton

## D. <u>ACCEPTABILITY OF INSURERS:</u>

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## E. <u>VERIFICATION OF COVERAGE:</u>

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) similar to **Certificate of Insurance**, **Exhibit 1**, as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Arizona Dept of Transportation, Attention David Minton.

The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

## F. APPROVAL:

Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

G. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

## 3.7 CURRENT PRODUCTS

All offers submitted in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

#### 3.8 <u>VENDOR REGISTRATION</u>

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed FEDERAL FORM W-9 and an AFIS II VENDOR SETUP FORM on file with the

Procurement Group. No payments shall be made until the forms are on file. Forms may be obtained by contacting Bonnie Hartley at (602) 712-8520.

## 3.9 CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on THE DEPARTMENTS property pursuant to DEPARTMENT Policy, PER 6.04, "Weapons in the Workplace." Such property includes DEPARTMENT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by a Department official to leave the DEPARTMENTS property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

#### 3.10 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

## 3.11 <u>DESCRIPTIVE LITERATURE & PRODUCT INFROMATION</u>

All Offerors shall submit two complete packages of manufacturers' descriptive literature (catalog, specification sheets, etc.) regarding the screen stretcher accessories proposed. Demonstration pictures, DVD and/or a video that shows how the proposed equipment is to be used for some or all of the applications specified may also be included if available.

## 3.12 BRAND NAME OR EQUAL

There are currently a number of products that have been determined, through evaluation and/or testing, to be equivalent to the requirements of these specifications. The listing of these brands is not intended to limit or restrict competition. Rather, it is to set the standard quality, design, performance and characteristics of the products herein specified. Any bid, which proposes products, that are of equal quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as an equal, and the Department determines the product to be an equal to the named brand and these specifications.

## 4.0 <u>UNIFORM INSTRUCTIONS TO OFFERORS</u>

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <a href="http://azspo.az.gov.com">http://azspo.az.gov.com</a> or contact David Minton at (602) 712-6455.

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# 5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. Responses may be faxed to: (602) 712-8647, Attention: David Minton. Responses must be in writing and signed.

- Complete and return the PRICE SHEET OFFER & CONTRACT AWARD SHEET
- SUBSTITUTE W-9 FORM APPLICABLE LICENSE

EXHIBIT 1



## STATE OF ARIZONA CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF TRANSPORTATION PROJECT TITLE: Single Purchase of Bar Screen Stretcher CONTRACT NUMBER: T05-43-00037

PRODUCER	•				COMPANIES AFF	ORDING COVERAGE	CURRENT A.M. BEST RATING
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·	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	-				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ 51
	BUILDERS RISK						-
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	nt of Transportation treet, Suite A, 100P 7-3276			SIGNATU DATE:	JRE	MALLE POLICE	
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## PRICE SHEET

MUST BE COMPLETED IN ACCORDANCE WITH SOLICITATION REQUIREMENTS AND SUBMITTED WITH OFFER

# SOLICITATION NO. T05-43-00037

No.	Description	Qty	Unit	Unit Price
1	Proposed: Bar Screen Stretcher	1	EA	\$
2	Installation of Proposed Equipment	1	EA	\$

_	Installation of Proposed Equipment		'		Ψ	
			Company Name			
		Autho	rized	Represent	ative Signature	
			Date Signed			
		SUBT	'OTAL	\$		
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NOTICE: ARIZONA RESIDENT BIDDERS FAILING TO INDICATE TAXES AS A SEPARATE ITEM ON OFFER WILL RESULT IN THE ARIZONA DEPARTMENT OF TRANSPORTATION ASSUMING THAT THE PRICES (S) OFFERED INCLUDED ALL APPLICABLE TAXES.

IF PAYMENT IS MADE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF GOODS OR SERVICES, THE ABOVE QUOTED PRICE CAN BE DISCOUNTED BY \_\_\_\_\_\_%.

# **OFFER AND CONTRACT AWARD**



ARIZONA DEPARTMENT OF TRANSPORTATION Procurement Group 1739 West Jackson, Suite A, Room 100P Phoenix, Arizona 85007 Phone: (602) 712-7211



SOLICITATION NO. T05-43-00037

Submit this form with an original signature to the State.							
			OFFER				
TO THE STATE OF ARIZONA: The bidder hereby offers and agr solicitation and any written excep Contents.	ees to perfor tions in the o	m in complianc offer. Signature	e with all terms, conditions, specifications and amendments of this also acknowledges receipt of all pages indicated in the Table of				
Federal Employer Identification			For clarification of this offer, contact:				
NO.			Printed Name				
Offeror's (Company)	Name		Email Address				
Address			Company Email Address				
City	State	Zip	Signature of Person Authorized to Sign Offer				
Phone		ми	Printed Name Date				
Facsimile			Title IESS CERTIFICATION				
small business. A small busin which is not dominant in its i	ness means field, and wi our million (	a concern, inc hich employs t dollars in its la 25,000.00) shall	ning below I certify that the bidding organization is qualified as a cluding its affiliates, which is independently owned and operated, fewer than one hundred full-time employees or which had gross st fiscal year (A.R.S. §41-1001). Procurements estimated to cost be restricted to small businesses in accordance with A.A.C. R2-lature of Person Authorized to Certify Status as Small Business				
ACCEPTANCE	OF OFFE		CT AWARD (FOR STATE OF ARIZONA USE ONLY)				
Your bid is hereby accepted.	OF OFFER	AND CONTIN	OT ATTAILS (CONTOURLE OF ATTAILS OF STREET)				
The contractor is now bound to petc., and the contractor's offer as	perform base s accepted by	d upon the solic y the state.	sitation, including all terms, conditions, specifications, amendments,				
This contract shall henceforth be	e referred to	as Contract No.					
Single Purchase of a Bar	Screen S	tretcher					
The contractor is hereby caution contract until contractor receives			able work or provide any material, service or construction under this State of Arizona				
			Awarded this day of 2005				
			David Minton As Procurement Officer and not personally.				

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DO NOT SEND TO IRS STATE OF ARIZO						DO NOT SEND TO IRS			
Vendor MUST Print SUBSTITUTE W-9 & VENDOR AUTHOR or Type Information				RIZATION FORM Vendor MUS Or Type Inform					
* Taxpeyer Identification	Number (TIN)		1	•TIN □ Type □	Employer Identific Social Security No	∷ation Number (Eli umber (SSN)		rizona HRIS E izona Employeos C	
<ul> <li>Legal Name</li> <li>Must match TfN above</li> </ul>									
<ul> <li>Entity Type Select one of the following</li> <li>Corporation (NOT providing health care, medical or legal services (5A)</li> <li>Corporation (providing health care, medical or legal services) (5M)</li> <li>Partnership, LLP (5T)</li> <li>Individual/Sole Proprietor (6I)</li> <li>The US or any or its political subdivisions or instrumentalities (2G)</li> <li>A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)</li> <li>Tax-exempt organization under IRC §501 (5C)</li> <li>An international organization or any of its agencies or instrumentalities (5U)</li> <li>State of Arizona employee (1E)</li> <li>Other Non-Tax-Exempt Entity (5P)</li> <li>Main Address</li> </ul>					Minority Business Indicator Selectione of the following  Small Business (01) Small Business - African American (23) Small Business - Asian (24) Small Business - Hispanic (25) Small Business - Native American (27) Small Business - Other Minority (05) Small, Woman Owned Business (06) Small, Woman Owned Business - African American (29) Small, Woman Owned Business - Asian (30) Small, Woman Owned Business - Hispanic (31) Small, Woman Owned Business - Native American (33) Small, Woman Owned Business - Other Minority (11) Woman Owned Business - Other Minority (11)				
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Certification Under Penalties of perjury, 1 certify that:  1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND 3. I am a U.S. person (including U.S. resident alien). Certification instructions. You must cross out item 2 above If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all Interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.  The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup.									
Signature			Title				Current Date		
STATE OF ARIZONA AC	IENCY USE ONL	(		••••	v	ENDOR: DO N	OT WRITE BEL	OW THIS L	INE
AGY A	gency Authorizatio	n		Print Nan	ne		Date	10.	
STATE OF ARIZONA GA	O USE ONLY			VENDO	OR & STATE A	GENCY: DO N	OT WRITE BEL	OW THIS L	INE
☐ IRS TIN Matching	☐ Corporation	n Commission	☐ HRIS	☐ Other			Other		

Vendor Number

GAO-W-9 Revised 03/15/05

MC

Processed by

Date Processed